UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

COMMODITY FUTURES TRADING COMMISSION, *Plaintiff*, v. SENTINEL MANAGEMENT GROUP, INC., ERIC A. BLOOM, and CHARLES K. MOSLEY *Defendants*.	)	Case No. 08 CV 2410 Hon. Charles P. Kocoras

PLAINTIFF'S RULE 59(e) MOTION FOR RECONSIDERATION AND TO ALTER OR AMENDMENT JUDGMENT

Plaintiff U.S. Commodity Futures Trading Commission ("CFTC" or "Commission") respectfully moves this Court, pursuant to Fed. R. Civ. P. 59(e), to reconsider, alter and amend its Memorandum Opinion ("Opinion") and related Judgment Order of March 30, 2012 (D.E. ##'s 158, 159) denying the CFTC's Motion for Summary Judgment against Eric A. Bloom ("Bloom") and Charles K. Mosley ("Mosley") (collectively, "Defendants"), and granting Bloom's and Mosley's Cross-Motion for Summary Judgment against the CFTC regarding Defendants' liability for violating Sections 4b and 4d(b) of the Commodity Exchange Act ("Act"), 7 U.S.C. §§ 6b and 6d(b) (2006) (Counts I and III of the CFTC's Complaint) due to manifest error of law, and to grant in part the CFTC's Motion against Defendants for violating Sections 4b and 4d(b) of the Act. In support of its Motion, the CFTC states the following:

1. The Court stated in its Opinion that it denied the CFTC's motion for summary judgment against Bloom and Mosley because the CFTC could not establish the derivative liability it

sought against Defendants under Sections 4b, 4d(a)(2) and 4d(b) of the Act and Commission Regulations 1.10, 1.20, 1.22 and 1.23 because the CFTC could not establish primary liability against their employer, Sentinel Management Group, Inc. ("Sentinel"), a now defunct entity that was registered as a futures commission merchant.

2. However, the Court's Opinion contradicts the plain language and legislative history of Sections 4b and 4d(b) of the Act and judicial precedent interpreting those provisions. If followed, the Court's Opinion will compromise the protections of commodity customer funds that Congress drafted into the Act and Commission Regulations.

3. Contemporaneous with this Motion, the CFTC has filed a Memorandum of Law in Support of its Motion to Alter or Amend Judgment ("Memorandum"). As demonstrated in the CFTC's Memorandum, the Court's Opinion should be amended to correct two manifest errors of law: (1) that Sentinel did not violate Section 4d(b) of the Act because it did not receive customer funds under Section 4d of the Act; and (2) that Sentinel did not violate Section 4b of the Act because Sentinel's misuse of customer funds was not in connection with futures trading.

Wherefore, Plaintiff CFTC respectfully requests that this Court reconsider and amend its Opinion and grant summary judgment in the CFTC's favor as to Counts I and III of the CFTC's complaint and find that Sentinel violated Sections 4b and 4d(b) of the Act and Bloom and Mosley are derivatively liable for Sentinel's violations. In the alternative, the CFTC requests that the Court determine that the CFTC has at least set forth sufficient evidence to demonstrate a genuine issue of material fact to defeat summary judgment in favor of Defendants Bloom and Mosley as to Counts I and III of the CFTC's Complaint.

Dated: April 26, 2012

Respectfully Submitted By:
One of the attorneys for Plaintiff,
Commodity Futures Trading Commission

/s/ Brigitte Weyls

Brigitte Weyls
Trial Attorney

Susan Gradman
Chief Trial Attorney

Commodity Futures Trading
Commission
525 W. Monroe St., Suite 1100
Chicago, IL 60661
T: (312) 596-0700
F: (312) 596-0714